

SERIAL 03258 - C CUSTOM FUEL AND SERVICE TRUCK (NIGP CODE 07054)

CONTRACT PERIOD THROUGH APRIL 30, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **CUSTOM FUEL AND SERVICE TRUCK** (NIGP CODE 07054)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **APRIL 07, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/jmk
Attach

Copy to: Clerk of the Board
Les Glover, Equipment Services
Sharon Tohtsoni, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **CUSTOM FUEL AND SERVICE TRUCK**

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a contract for a **CUSTOM FUEL AND SERVICE TRUCK**. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Anticipated purchase quantity is One (1) or more, Custom Fuel and Service Truck to be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona, as covered by purchase order only.

2.0 TECHNICAL SPECIFICATIONS:

2.1 DIMENSIONS/CAPACITIES:

2.1.1 GVW - Approx. **46,000** ~~36,000~~ lb.

2.1.2 Wheelbase - Approx. 154"

2.1.3 Cab To Axle - Approx. 84"

2.1.4 Fuel Capacity - 50 gal. min.

2.2 AXLES/SUSPENSION:

2.2.1 Axles:

2.2.1.1 Front - 12,000 lb.

2.2.1.2 Rear, tandem **34,000** ~~24,000~~ lb.

2.2.2 Suspension:

2.2.2.1 Front – 12,000 lb. multi-leaf springs.

2.2.2.2 Rear – **34,000** ~~24,000~~ lb. multi-leaf springs.

2.2.3 Wheel Seals – Front, STEMCO, NATIONAL, C/R or approved equal, with sight glass.

2.2.4 Speeds – Single

2.2.5 Differential Ratio – Shall be geared for a maximum speed of 75 m.p.h.

2.2.6 Shocks – Front, Mfr.'s max.

2.3 BRAKES:

2.3.1 Type – Mfr.'s max, (including all component fasteners) full air, with dust covers on all wheels. ROCKWELL Q-Series S-Cam or equal.

2.3.2 Lining - Mfr.'s max., (non-asbestos) no exceptions.

2.3.3 Drums- Mfr.'s max., out-board mounted.

2.3.4 Air Dryer - Benedict AS-9 System Guard or approved equal.

2.3.5 Slack Adjusters - Automatic, BENDIX, model SA-5, or approved equal.

2.3.6 Air Compressor – Mfr.’s max.

2.3.7 Emergency And Parking Brake - Spring set.

2.4 FRAME:

2.4.1 Yield Strength – **120,000** ~~80,000~~ psi.

2.4.2 Section Modulus - Approx. **14.85** ~~12.5~~

2.4.3 RBM - Approx. **1,780,000 min** ~~1,378,300~~ in.-lb.

2.4.4 Assembly Fasteners - Frame and all attachment shall have mfr.’s max.

2.5 ELECTRICAL:

2.5.1 Volt - 12

2.5.2 Alternator - Minimum, **130** ~~95~~ amp.

2.5.3 Batteries - Approx. **1900** ~~1500~~ CCA total, maintenance free.

2.5.4 Lighting - Shall meet all State and Federal safety standards. Chassis tail lights shall be sealed beam type.

2.6 ENGINE:

2.6.1 Type - Diesel, four cycle, 6-cylinder turbo-charged.

2.6.2 Horse Power - Minimum, **275** ~~245~~ @ 2200 rpm.

2.6.3 Torque - Minimum, **800** ~~660~~ lb.-ft. @ 1600 rpm.

2.6.4 Control System - Electronically with SAE compliant test ports.

2.6.5 Warning System - Bell or buzzer for high coolant temperature, low oil pressure, low coolant level and high transmission oil temperature.

2.6.6 Air Cleaner – DONALDSON, two (2) stage with evacuation and dash mounted air restriction indicator or approved equal.

2.6.7 Exhaust - Single vertical with muffler shield.

2.6.8 Cooling - Manufacturers maximum, with silicone type hoses and recovery system.

2.6.9 Engine Speed Control - Hand throttle, VERNIER or equal, locking type, or equal electronic system.

2.7 STEERING:

2.7.1 Power assist.

2.8 **TRANSMISSION:**

- 2.8.1 Type - Automatic
- 2.8.2 Controlled - Electronically
- 2.8.3 Make/Model - ALLISON, MD 3060P close ratio six (6) speed, or equal.
- 2.8.4 Oil Cooler - Mfr.'s maximum.

~~2.8.5 PTO:~~

- ~~2.8.5.1 Make - CHELSEA, or approved equal.~~
- ~~2.8.5.2 Type - Side mount, hot shift, with over speed protection.~~
- ~~2.8.5.3 Controls - Cab mounted with warning light when PTO is engaged.~~
- ~~2.8.5.4 Brake Interlock System - Designed to prevent the truck from being moved when the PTO is engaged.~~

2.9 **AIR / OIL LINES:**

To meet federal specifications AEROQUIP or equal.

2.10. **TIRES/WHEELS:**

- 2.10.1 Tires - Six (6) 11R 22.5 G tubeless, steel belt radial, (Goodyear G286 only).
- 2.10.2 Wheels – Six (6) like 22.5 x ~~8.25~~ 7.50 ten hole steel, BUD or approved equal.
- 2.10.3 Spare – One (1) like tire and wheel.

2.11. **FUEL TANK:**

Steel or aluminum construction, approximately 50 gallon capacity.

2.12. **CAB:**

- 2.12.1 Type - Conventional
- 2.12.2 Drivers Seat – BOSTROM, Levelair or NATIONAL, Cush-N-Air or equal.
- 2.12.3 Passenger Seat - Standard two-man bench with durable cloth covering.
- 2.12.4 Seat Belts - Shall have retractors and meet all Federal safety standards.
- 2.12.5 Windshield Wipers - Dual, electric, interval operation.
- 2.12.6 Heater - Factory installed fresh air type.

- 2.12.7 Refrigeration - Factory installed maximum with R134A refrigerant. Unprotected lines, hoses, switches, or valves routed through wheel well is not acceptable.
- 2.12.8 Horn – Air or electric.
- 2.12.9 Mirrors - West coast type 7" x 16" with 8" spots installed on lower bracket.
- 2.12.10 Sun Visors - Dual.
- 2.12.11 Instruments - Standard, plus tachometer and hour meter.
- 2.12.12 Radio - AM/FM, factory installed.
- 2.12.13 Glass - Darkest legal tint per AZ. State Law, minimum five year warranty on material and installation.
- 2.13. **FRONT BUMPER:**

Frame mounted with center tow-pin or tow hooks.
- 2.14. **PAINT:**

Manufacturer's standard white.
- 2.15. **KEYS:**

Each unit shall have five (5) sets of keys with rings, tags and be properly identified, with last five (5) digits of vehicle Identification Number.
- 2.16. **LUBE BODY AND COMPONENTS:** *(Shall be as specified or pre-approved equal.)*
 - 2.16.1 Dimensions/ Tank Capacities:
 - 2.16.1.1 Body Length - Approx. 14'
 - 2.16.1.2 Body Width - Approx. 8'
 - 2.16.1.3 Overall Height - Approx. 10'
 - 2.16.1.4 Diesel Fuel – **1500** ~~1250~~ gal.
 - 2.16.1.5 Engine Oil - **150** ~~75~~ gal.
 - ~~2.16.1.6 Engine Oils - 75 gal.~~
 - 2.16.1.7 Engine Coolant - 50 gal.
 - 2.16.1.8 Water - 50 gal.
 - 2.16.2 Body Material / Construction:
 - 2.16.2.1 Rub Rails - Shall be constructed of 6" X 1.920" structural steel channel not less than 8.2 lb./ft.
 - 2.16.2.2 Main Frame - Constructed of 6" X 1.920" structural steel channel not less than 8.2 lb./ft.

- 2.16.2.3 Long Sills - Constructed of 8" x 2" x 3/16" steel tubing with triangle gussets constructed of 4" x 8" x 1/4" steel plate, welded to the cross-members.
- 2.16.2.4 Cross Members - Constructed of 6" X 1.920" structural steel channel not less than 8.2 lb./ft. on approx. 20" centers.
- 2.16.2.5 Deck - Constructed of approx. 3/16" steel safety plate. Continuous, full penetrating welds at all floor joints.
- 2.16.2.6 Ingress / Egress Steps:
 - 2.16.2.6.1 Type - Conventional incline design, integral part of the body, constructed of grip strut or equal for secure footing.
 - 2.16.2.6.2 Number Of Steps - Three (3)
 - 2.16.2.6.3 Riser Height - Approx. 8"
 - 2.16.2.6.4 Width - Approx. 14"
 - 2.16.2.6.5 Run Depth - Approx. 24" for three steps.
 - 2.16.2.6.6 Location - Left side just forward of the front edge of the hose reel cabinet. See drawings.
- 2.16.3 Body Installation - Shall be mounted on the truck frame using 4" x 3/4" reinforced rubber insulator pads full length of the body sub frame. Rubber pad shall be vulcanized to a steel strap or secured such that it does not get out of alignment with the frame rails.

A minimum of two anchor points per side, with two (2), 5/8" grade 8 bolts per anchor point. Springs shall be installed at each anchor point to provide necessary flexibility, 3/4" grade 8 bolt to be used.
- 2.16.4 Rear Bumper – Heavy duty design, full width of the body.
- 2.16.5 Tanks:
 - 2.16.5.1 Diesel Fuel Tank:
 - 2.16.5.1.1 Design - Modified ellipse or equal for low profile.
 - 2.16.5.1.2 Capacity – **1500** ~~4250~~ gal.
 - 2.16.5.1.3 Dimensions – Approx. 60" length, 63" height, 96" width.

- 2.16.5.1.4 Construction Material - Sheet steel, 3/16" thickness.
- 2.16.5.1.5 Baffling - Shall have minimum of two (2), vertical positioned baffles, equally spaced, constructed of 3/16" steel. Crawl holes shall be installed.
- 2.16.5.1.6 Support Frame - Structural steel channel, 8" x 2" x 3/16".
- 2.16.5.1.7 Regulation Criteria - Shall meet all Federal and AZ State DOT regulations, no exceptions.
- 2.16.5.1.8 Location / Mounting – Positioned directly rear of the truck cab. Tank shall be mounted on the truck frame using 4" x 3/4" reinforced rubber insulator pads full length of the body sub frame. Rubber pad shall be vulcanized to a steel strap or secured such that it does not get out of alignment with the frame rails. A minimum of two anchor points per side, with two (2), 1/2" grade 8 bolt per anchor point. Springs shall be installed at each anchor point to provide necessary flexibility.
- 2.16.5.2 Oil Tank:
 - 2.16.5.2.1 Design – Single tank with two (2) 75 gal. compartments Rectangular or approved equal with 2" radius corners.
 - 2.16.5.2.2 Overall Dimensions – Approx. 42" height, 30" width, 28" length.
 - 2.16.5.2.3 Material And Construction - Shall be constructed of 3/16" sheet metal, with continuous full penetrating welds at all joint. Tank shall be anchored to the body with grade bolts (grade #8) making it possible for the tanks to be removed with ease.
 - 2.16.5.2.4 Oil Level Indicators - Sight glass design with reflector screen, one (1) for each compartment, must be installed on the outward facing side in clear view of the operator. Indicator shall not interfere with routine cleaning and maintenance.
- 2.16.5.3 Water / Anti-Freeze Tank:
 - 2.16.5.3.1 Design – Single tank with two (2) 50 gal. compartments, rectangular or approved equal with 2" radius corners.

- 2.16.5.3.2 Overall Dimensions - Approx. 42" height, 20" width, 30" length.
- 2.16.5.3.3 Material And Construction - Shall be constructed of 303 stainless steel minimum 10 gauge, with continuous full penetrating stainless steel welds at all joint. Tanks shall be anchored to the body with grade bolts (grade #8) making it possible for the tanks to be removed with ease.
- 2.16.5.3.4 Location / Mounting – Left side, just rear of the diesel fuel tank.
- 2.16.5.3.5 Water Level Indicators –Sight glass, one (1) on each compartment, design with reflector screen, must be installed on the outward facing side in clear view of the operator. Indicator shall not interfere with routine cleaning and maintenance.

2.16.6 Hose Reel Cabinet:

- 2.16.6.1 Type - Fully enclosed.
- 2.16.6.2 Dimensions - Approx. 42" high, 39.5" deep, 95" wide.
- 2.16.6.3 Material / Construction - Shall be constructed of 10 gauge formed sheet metal, full penetrating welds at all joints.
- 2.16.6.4 Location - Rear body area.
- 2.16.6.5 Access Door:
 - 2.16.6.5.1 Make / Model / Type – ROM, Roll-Up, spring assist design, aluminum construction, front roll standard track.
 - 2.16.6.5.2 Location – Rear cabinet area.
 - 2.16.6.5.3 Door Opening Dimensions - Approx. 30" high, 84" wide.
 - 2.16.6.5.4 Door Latch - Heavy duty, lift bar latch with key lock.

2.16.7 Oil Dispensing System:

2.16.7.1 Pump:

- 2.16.7.1.1 Make / Model / Type – MANNESMAN REXROTH, Model 1PF2G25X14RQ12MRS, heavy duty combo type with sequence valves, flow control, and manifold system.

2.16.7.1.2 Capacity – Approx. 5 GPM.

2.16.7.1.3 Location – Curb-side storage compartment.

2.16.7.2 Hose Reel:

2.16.7.2.1 Make / Model / Type - LINCOLN #82206, Heavy duty steel construction.

2.16.7.2.2 Locations – Rear hose reel cabinet.

2.16.7.3 Meter Control Nozzles - LINCOLN #877

2.16.7.4 Oil Hose:

2.16.7.4.1 Type – WEATHERHEAD, single braid, 2000 PSI., shall meet SAE 100RIAT 2G-13C OSCG rating.

2.16.7.4.2 Length - 50'

2.16.7.4.3 Size - 1/2" ID

2.16.8 Diesel Fuel Dispensing System:

2.16.8.1 Hydraulic Driven Motor:

2.16.8.1.1 Make / Model / Type - REXROTH # MC15-10, gear type, 3 hp.

2.16.8.1.2 Operating Pressure – 2500 PSI.

2.16.8.1.3 Location – Under the body, positioned such that it is easy to access.

2.16.8.2 Pump:

2.16.8.2.1 Make / Model / Type - BLACKMER # TXD2A, heavy-duty design, directly coupled to the drive motor.

2.16.8.2.2 Capacity – **Approx. 30** ~~60~~ GPM

2.16.8.2.3 Location - Under the body, positioned such that it is easy to access.

2.16.8.3 Hose Reel:

2.16.8.3.1 Make / Model / Type - HANNAY, # H818-25-26BV 1" reel, heavy-duty all steel construction.

2.16.8.3.2 Location – Rear hose reel cabinet, lower left side.

2.16.8.4 Hose/Nozzle:

- 2.16.8.4.1 Hose Type – THERMLOID, 150 PSI Capability, heavy duty brass end fittings.
- 2.16.8.4.2 Hose Length - 50' each.
- 2.16.8.4.3 Hose Size - 1" ID.
- 2.16.8.4.4 Dispensing Nozzle – HUSKEY, model 1HS.
- 2.16.8.4.5 Totaling Meter - STEALTH, FFP, 1 ½" with air eliminator.

2.16.9 Water / Antifreeze Dispensing System:

2.16.9.1 Pumps:

- 2.16.9.1.1 Make / Model / Type – LINCOLN #284846, diaphragm design.
- 2.16.9.1.2 Capacity – 14 GPM
- 2.16.9.1.3 Operating Pressure – Approx. 100 PSI
- 2.16.9.1.4 Location – Under the body, positioned such that it is easy to access.

2.16.9.2 Hose Reels:

- 2.16.9.2.1 Make / Model / Type – LINCOLN, Model # 82206, heavy duty steel construction.
- 2.16.9.2.2 Location – Rear hose reel cabinet.

2.16.9.3 Hoses / Nozzles:

- 2.16.9.3.1 Hose Type – WEATHERHEAD, single braid, 2000 PSI capability, shall meet SAE 100RIAT 2G-13C OSG rating.
 - 2.16.9.3.2 Hose Length – 50'
 - 2.16.9.3.3 Hose Size – ½"
 - 2.16.9.3.4 Dispensing Nozzle – LINCOLN, Model # 846 Bib Cock.
- 2.16.9.4 Regulators – LINCOLN, # 600003, with LINCOLN #66100 gauge.

2.16.10 Compressed Air System:

- 2.16.10.1 Make / Model / Type - ATLAS COPCO model # LE 55, hydraulic driven. Air compressor shall be installed in the front curb-side storage compartment.

2.16.10.2 CFM - 29

2.16.10.3 Tank Size - 30 gal.

2.16.10.4 Drive Motor - REXROTH, MC30-S13, heavy duty gear design, 7.5 hp.

2.16.10.5 Hose Reel - LINCOLN # 82206, extra heavy-duty all steel construction. Located in the hose reel cabinet.

2.16.10.6 Air Hose - BOSTON BOSFLEX, ,with stainless steel or brass quick disconnect couplers, 3/8" ID, 50' length.

2.16.11 Hydraulic / Plumbing Systems:

2.16.11.1 Main System - Main pump is a MANNESMAN REXROTH, model #A10V0, variable displacement, pressure compensated design, incorporating a Drum Hydrapak with a 3.9 gal. hydraulic tank, cooling fan hydraulically driven, 10 micron filtration system, 40 GPM flow rate, system shall be able to handle up to 50 HP. Shall be mounted directly to the transmission driven PTO.

2.16.11.2 Hydraulic Plumbing - WEATHERHEAD, heavy-duty high pressure double braid hose with JIC swivel fittings. PSI rated at 2250 on the pressure side, 1250 PSI on the return. Hose Size, 3/4" ID. All hoses shall be supported with non-abrasive brackets, bulkhead type fittings shall be used at all points where hoses would pass through a metal opening.

2.16.11.3 PTO:

2.16.11.3.1 Make – CHELSEA, or approved equal.

2.16.11.3.2 Type - Side mount, hot shift, with over speed protection.

2.16.11.3.3 Controls - Cab mounted with warning light when PTO is engaged.

2.16.11.3.4 Brake Interlock System - Designed to prevent the truck from being moved when the PTO is engaged.

2.16.11 Storage Compartments:

2.16.12.1 Underbody Compartments:

2.16.12.1.1 Front Locations – One (1) installed on each side, positioned under the body just rear of the truck cab.

2.16.12.1.2 Rear Locations – One (1) on each side just forward of the rear bumper.

2.16.12.1.3 Dimensions:

2.16.12.1.3.1 Front Compartments shall be approx. 54" long, 30" high, 27" deep.

2.16.12.1.3.2 Left Rear Compartment – Approx. 39" long, 30" high, 27" deep.

2.16.12.1.3.3 Right Rear Compartment – Approx. 50" long, 30" high, 27" deep.

2.16.12.1.4 Material / Construction – 10 gauge formed sheet metal, with full penetrating weld at all joints. Weather seal shall be heavy-duty trim scale bulb or approve equal. Door openings shall be recessed so that the door and the outside of the body are flush. Doors shall be designed in such a way that unnecessary flexing is eliminated.

2.16.12.1.5 Doors:

2.16.12.1.5.1 Type – Rear opening design, Double doors with center post on the front boxes, single doors on the rear.

2.16.12.1.5.2 Hinges – Heavy duty pin or equal design, minimum of two (2) per door.

2.16.12.1.5.3 Latch - Heavy duty, stainless steel "T" or "D" handle, twist type three point latch, key lock design.

2.16.13 Working Lights:

2.16.13.1 Type – Heavy duty, 12V, flood design, fully adjustable.

2.16.13.2 Quantity – Six (6)

2.16.13.3 Location – Shall be positioned to provide maximum lighting on the curb side and rear areas.

2.16.13.4 Control Switch – Shall be installed in the truck cab in a convenient easy access location.

2.16.14 Safety Equipment:

2.16.14.1 Non-Skid Surfaces - All steps and standing areas.

2.16.14.2 Beacon Light – WHELEN, # S360CAP , amber multi-flash strobe, installed per manufacturer's instructions on top of bulkhead, centered side to side, control switch shall be mounted on the dash, clearly labeled.

2.16.14.3 Emergency Kit - Shall Contain all items required to meet State DOT and Federal FMVSS regulations for roadside emergencies.

2.16.14.4 Lighting - Shall meet all Arizona State and Federal standards.

2.16.15 General:

Body Assembly shall be designed and built without sharp edges or corners. All welding slag, splatter, and metal scale shall be removed, completely primed and painted with two (2) coats of high quality industrial enamel. All wiring shall be run in metal conduit having rubber grommets where wiring passes through a metal opening. All unit components shall be completely installed and fully operational when delivered. Shall meet all State and Federal regulation.

2.17 TRAINING:

The successful Contractor shall provide a minimum of four (4) hours to completely train County personnel in the use and care of the equipment.

2.18 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.19 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within 120 days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.20 SHIPPING:

Bid prices shall be made F.O.B. destination freight pre-paid to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.21 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.22 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.23 WARRANTY:

The minimum warranty period shall be at least one (1) year for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.24 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.25 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Equipment. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.26 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, Materials service manuals, and schematic diagrams, if required by the Using Agency.

2.27 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.28 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.28.1 One (1) original, one (1) hard copy and **one (1) electronic copy (disc or CD)** of all submissions is MANDATORY
- 2.28.2 Pricing pages, MANDATORY (Attachment A)
- 2.28.3 Agreement page, MANDATORY (Attachment B)
- 2.28.4 References (Attachment C)
- 2.28.5 Vendor Information, MANDATORY (Attachment D)

2.29 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.30 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one time purchase.

~~3.2 ESCALATION:~~

~~Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.~~

3.3 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.3.1 Compliance with specifications
- 3.3.2 Price
- 3.3.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.4 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.5 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management. No other request is valid.

3.6 INDEMNIFICATION AND INSURANCE:

3.6.1 INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract.

CONTRACTOR'S duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.6.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.6.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.6.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit.

The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.6.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.6.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.6.4 Certificates of Insurance.

3.6.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.6.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

LES GLOVER, EQUIPMENT SERVICES, 602-506-4667
(les.glover@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON FEBRUARY 5, 2004 AT 2:00 P.M. AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003

3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled), one extra copy and one (1) electronic copy of pricing on a 3.5" diskette or CD. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

CUNNINGHAM COMMERCIAL VEHICLES, 9600 W ROOSEVELT STREET, TOLLESON, AZ 85353

C232001 / B0700034 / NIGP CODES 12021, 12023

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

One (1) or more **CUSTOM FUEL AND SERVICE TRUCK** in accordance with attached specifications:

\$118,420.00 /each
(to include tire disposal fee)

Manufacturer/Model (Truck): STERLING LT7500 / S.W. PRODUCTS

Complete Truck Delivery (days ARO): 145 DAYS

Warranty (define in writing, additional information may be included only as amplifying information):

Truck Chassis: 2 YEARS

Engine: 36 MONTHS / 150,000 MILES

Transmission: 2 YEARS

Lube Body And All Equipment: 1 YEAR

F.O.B. Destination: ☒ Yes

Cutoff dates for ordering any of the above items, if any. REQUIRED: NOT SPECIFIED

Terms: NET 30

Federal Tax ID Number: 86-0898858

Vendor Number: 860898858

Telephone Number: 623-907-9900

Fax Number: 623-907-6403

Contact Person: LEROY PETERSON

E-mail Address: lpeterson@fazltd.com

Insurance Certificate Required

Contract Period: To cover the period ending **APRIL 30, 2005.**